

## GENERAL DISCLAIMER

We invite our clients to carefully read this document which is for registration of the activities organized by Mmove® by Friends of Arco S.r.l. implying the automatic acceptance of the general conditions mentioned below. Mmove® by Friends of Arco S.r.l. reserves the right to make any changes to its disclaimer at any time and to the legal notes published on this page. The client is held responsible for verifying the contents of the disclaimer and the legal notes each time they go on to the site, insofar as the use of the site and the participation in the activities organized by Mmove® by Friends of Arco S.r.l., implies the automatic acceptance by the client of such variations, once the eventual variations to the disclaimer and to the legal notes have been published.

Mmove® by Friends of Arco S.r.l. makes every reasonable effort, in view of its risk management policy in connection with the activities organized, so that such risks are reduced to within acceptable limits. Despite this, the very nature of the activities, excluding at its root the possibility of controlling all sources of danger, carried out as they are by Mountain Guides throughout the world and as such accepted by the clients who take upon themselves the relative responsibility.

Mmove® by Friends of Arco S.r.l. cannot guarantee nor assume any responsibility as a result of carrying out such activities, even if involving minors, the disabled or other subjects with learning difficulties. In the case of this disclaimer and its legal notes having been read and accepted by the client who is parent or guardian, please note that this also implies the assumption of responsibility regarding the evaluation of their suitability with regard to their educational and psycho-physical profile for taking part in the chosen activity, as well as what is indicated in the specific disclaimer which we submit to you to read with great attention in the interests of your children.

The clauses inserted are not intended to avoid respect for prescribed requirements under current legislation, nor to exclude the responsibility for the cases which cannot be excluded in accordance with current legislation, but only to clarify the content of the relationship and obligations for which each side is reciprocally responsible.

For any eventual dispute in connection either with the present site or the proposed activity, or any other subject, between the client and Mmove® by Friends of Arco S.r.l., the client accepts the exclusive jurisdiction of the Court of Rovereto (TN).



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## **SPECIFIC DISCLAIMER**

### **Via Ferrata**

A via ferrata consists of structures and equipment (metal cables, bridges, gangways, steps...) artificially placed on a rock face to facilitate the ascent along an excursion or mountaineering itinerary. Such a climb, without the presence and use of the artificial structures would mean that to progress up the rock face it is necessary to have knowledge of and use the techniques of rope climbing using personal climbing equipment.

The risks involved are typical of climbing activities and alpinism in general, together with difficult and inhospitable climate and high altitude (falling rocks, fall from above, slipping, loss of balance, sudden change in weather conditions...)

### **What you need to know:**

#### ***Characteristics of the activity and adequate measures to mitigate specific risks***

To tackle the via ferrata, it is obligatory to wear the specific equipment supplied by Mmove, namely the so-called ferrata set (a system made up of ropes and energy absorber, to which two carabiners are attached), a harness where the ferrata set is attached, a special helmet for protection from falling rocks, from bumps during particularly narrow passages or from blows suffered during a fall.

#### ***Essential personal clothing and equipment***

The following clothing is requested for all participants: trekking or strong gym shoes (open shoes are not allowed), trousers and comfortable clothes for walking, t-shirt and sweat shirt, waterproof jacket. In the case of a via ferrata at altitude, it is advisable to bring some heavy windproof clothing. Gloves, sunglasses and a hat are advisable.

#### ***General precautionary information***

Before starting the activity, the Mmove® Guide will hold a briefing to supply specific information regarding the via ferrata which is about to be undertaken as well as indications about the equipment supplied and how to practise the activity in safety. All participants must collaborate and follow all the indications of the Mountain Guide.

#### ***Optional equipment***

Backpack with possible change of t-shirt, water and a snack; photographic or video camera which could be made available to Mmove®.

#### ***Physical preparation and minimum technical requirements for the type and length of activity***

With the exception of a few vie ferrate (e.g. via ferrata Monte Albano, Via Ferrata Rio Ruzza, Sentiero dei Contrabbandieri), no particular experience is required of the participants. However they must be in good physical condition, not suffering from vertigo or fear of the void. No abuse of drugs or alcohol.



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I, the undersigned, having chosen to participate in the activity booked by me:

- I declare to have attentively read the disclaimer together with the specific document containing detailed information regarding the activity booked and the manner in which this activity will be carried out by the Mountain Guides of Mmove®,
- I also declare to have fully understood the contents of the disclaimer together with the specific document and to confirm I wish to participate in the above mentioned activity in the manner described in the documentation;
- I declare to be aware of the fact that the activity which I have agreed to take part in involves taking risks, only partly minimised by the presence of a Mountain Guide. Nevertheless, I am aware of the remaining risk, which can never be completely eliminated and I agree therefore not to bring any action against the Mountain Guides and/or the organisation in case of accident;
- I agree and oblige myself to scrupulously abide by all the rules, instructions, indications, warnings given to me by the Mountain Guide, before, during and after the activity until return to base, and to abstain from any personal initiative, collaborating at all times for the successful outcome of the activity according to what was indicated and/or requested;
- I also agree from now on to accept and not question any eventual decisions by the Mountain Guide, to postpone, suspend or change the excursion, recognizing forthwith the validity of the motive for such a choice;
- I agree and am obliged to take with me adequate clothing as described in the specific document, and also to wear and use all the material and equipment which the Mountain Guide gives me, following all the indications and instructions given. I declare I am aware of the risks arising from the use of the gear, which must follow the indications given but still under my own responsibility. I also agree to reimburse any possible damage caused by the improper use of the material supplied by the organization;
- I also declare that I have adequate experience for the activity I have registered for, am of sound health and not affected by any physical pathologies which could influence the successful outcome of the activity or could prevent me from carrying out the activity or be worsened by the activity and/or cause the Mountain Guide to adopt any specific measures and provisions. In which case, I agree to make direct contact with the organization at least 48 hours beforehand in order to permit Mmove® to accept/refuse/modify my booking.
- In any case, I agree to accept the evaluation by the Mountain Guide as to my suitability or not to take part in the activity and/or the means to deal with any part of it;
- I am aware that during the transfers by minibus of the organization it is obligatory to fasten seat belts and indemnify Mmove® from the payment of any eventual fines from omitting to do so. I declare that I do not hold Mmove® responsible for the theft or loss of any personal property left on board the organization's transport.
- I agree forthwith to the publication and use for publicity and/or promotional purposes on the part of Mmove® of any video or photographs taken during the activity and depicting me. I agree not to use/divulge/circulate photographs/ videos taken by me during the activity and depicting third parties/other participants without the permission of those involved;
- I also confirm that I authorize the management of my personal data under the terms of Legislative Decree No.196 of 30 June 2003



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